

# FOR SALE

ON-LINE AUCTION

**Sale No. GSA-R-1540**

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**Two Former Missile  
Launch Facilities  
Located in Bates and,  
Johnson Counties, Missouri**

**AUCTION BEGINS**

**OCTOBER 6, 2005**



**U.S. General Services Administration**  
Public Buildings Service  
Real Property Disposal Division  
819 Taylor Street, Suite 11B03  
Fort Worth, Texas 76102-6103

## **Important Notice**

- Bidders should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.
- GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.
- Bids for Real Property Purchase will be received continuously until sold at the GSA Real Property Disposal Division office in Fort Worth, Texas.
- Bid checks will be deposited upon receipt, with a refund of the amount to the unsuccessful bidders upon award.
- Bids must be made on the bid forms contained in this Invitation for Bids.
- All bids must include a bid deposit as described in the Instructions to Bidders.
- Credit card deposits must include the "Deposit by Credit Card" form included in this IFB.
- The following information must appear in the lower left hand corner of the bid envelope.

SALE #	GSA-R-1540
SALE DATE	On-Line Auction
SALE OFFICE	7PR

See the property on the Internet at: <http://propertydisposal.gsa.gov>

# SALE OF GOVERNMENT REAL PROPERTY

**SALE NO. GSA-R-1540**

## **INVITATION FOR BIDS**

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**Missile Launch Facility J-08 located in Bates County and  
Missile Launch Facility O-02 located in Johnson County, Missouri**

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Bids for the purchase of the Government owned property described in the Schedule portion of this Invitation for Bids will be received continuously by the General Services Administration for Sale Number GSA-R-1540, at the General Services Administration Real Property Disposal Division Room 11B03 of the Fritz G. Lanham Federal Building located at 819 Taylor Street, Fort Worth, Texas 76102-6103. As used therein "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

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### **BID REGISTRATION SHOULD BE SUBMITTED TO:**

GENERAL SERVICES ADMINISTRATION  
REAL PROPERTY DISPOSAL DIVISION – 7PR  
819 TAYLOR STREET, ROOM 11B03  
FORT WORTH, TEXAS 76102-6103

The property may be inspected anytime prior to bid opening. For additional information contact Sharon Jennings, Project Manager at **817-978-4242** or write to Real Property Disposal Division, (7PR), General Services Administration (GSA), 819 Taylor Street, Fort Worth, TX 76102. **E-Mail Address** is **sharon.jennings@gsa.gov**

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Schedule portion thereof, and (1) the Instructions to Bidders; (2) the General Terms of Sale; (3) the Special Terms of Sale, Invitation No. GSA-R-1540; and (4) the provisions of Bid Form and Acceptance, all of which are attached to this Invitation for Bids and by this reference made a part thereof.

The properties are gravel covered, fenced and have public road access.

Prospective bidders are urged to inspect the property before submitting a bid. The failure of any bidder to make such inspection will not constitute grounds for any claim or demand for adjustment or withdrawal of bid after award.

## **SCHEDULE**

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1. **Location:** The properties are located in rural areas of Bates and Johnson Counties, Missouri.
2. **Description of the Properties:**

### **Bid Item #1 Tract No. FJ-800**

A tract of land situated in the NW1/4NE1/4 of Section 12, Township 38 North, Range 30 West of the Fifth Principal Meridian, Bates County, Missouri, more particularly described as follows:

Commencing at the north 1/4 corner of said Section 12; thence S 76°03'55" E, 698 feet to the point of beginning of the tract of land herein described; thence due east, 210 feet; thence due south, 330 feet; thence due west, 210 feet; thence due north, 330 feet to the point of beginning, containing 1.59 acres, more or less.

#### **Tract No. FJ-800E-1** **Road Access/Utility Easement**

A strip of land of varying widths, situated in the NW1/4NE1/4 of Section 12, Township 38 North, Range 30 West of the Fifth Principal Meridian, Bates County, Missouri, lying the following distances on each side of the following described line:

Commencing at the north 1/4 corner of said Section 12; thence S 76°03'55" E, 698 feet; thence due east, 71 feet to the point of beginning of the line herein described; thence with a width of 100 feet, lying 50 feet, on each side, due north 20.93 feet; thence N 0°49'06" E, 85 feet; thence with a width of 150 feet, lying 80 feet on the right and 70 feet on the left, continuing on the last described course, 51.71 feet to the north line of said Section 12, containing 0.42 acres, more or less.

Which said easement consists of the perpetual and assignable right to locate, construct, operate, maintain, repair and remove a roadway, overhead and/or underground utility lines and a water pipeline, in, upon, over and across Tract No. FJ-800E-1, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the Grantors, their heirs, executors, administrators and assigns the right to cross over said tract, including the movement of machinery, equipment and livestock to their adjoining land, as described in Warranty Deed, dated May 22, 1963, and filed in Book 414, Page 35, Recorder of Deeds, Bates County, Missouri.

Tract No. FJ-807ECathodic Protection System Easement

A strip of land of varying widths situated in the NW1/4NE1/4 of Section 12, Township 38 North, Range 30 West of the Fifth Principal Meridian, Bates County, Missouri, lying the following distances on the right side of the following described line.

Commencing at the northwest corner of the NE1/4 of said Section 12, thence S 76°03'55" E, 698 feet; thence due east, 71 feet to the point of beginning of the line herein described; thence with a width of 50 feet on the right, due north, 20.93 feet; thence N 00°49'06" E, 59.07 feet; thence with a width of 215 feet on the right, continuing on the last described course, 50 feet, containing 0.34 of an acre, more or less.

Which said easement is a perpetual and assignable easement and right-of-way to locate, construct, operate, maintain, repair, replace, patrol and remove a Cathodic Protection System and all appurtenances thereto in, upon, over and across Tract FJ-807E, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs, executors, administrators, successors and assigns all right, title, interest and privilege as may be exercised and enjoyed without interference with or abridgment of the easement and right hereby described, as described in Easement Deed dated October 3, 1985, and filed for record in Book 579, Page 1, Recorder of Deeds, Bates County, Missouri.

**Bid Item #2: Tract No. FO-200**

A tract of land situated in the NW1/4NW1/4 of Section 10, Township 47 North, Range 24 West of the Fifth Principal Meridian, Johnson County, Missouri, more particularly described as follows:

Commencing at the northeast corner of said NW1/4NW1/4 of Section 10; thence S 37°31'40" W, 480.36 feet to the point of beginning of the tract of land herein described; thence due south, 315 feet; thence due west, 215 feet; thence due north, 315 feet; thence due east, 215 feet to the point of beginning, containing 1.55 acres, more or less.

Tract No. FO-200E-1Road Access/Utility Easement

A strip of land 100 feet in width, situated in the NW1/4NW1/4 of Section 10, Township 47 North, Range 24 West of the Fifth Principal Meridian, Johnson County, Missouri, lying 50 feet on each side of the following described line:

Commencing at the northeast corner of said NW1/4NW1/4 of Section 10; thence S 37°31'40" W, 480.36 feet; thence due south, 124.07 feet to the point of beginning of the line herein described; thence due east, 11.61 feet; thence in an easterly direction on a curve to the right having a radius of 2864.79 feet, an arc distance of 126.75 feet;

thence tangent to said curve S 87°27'54" E, 132.07 feet to the east line of said NW1/4NW1/4, containing 0.62 acres, more or less.

Which said easement consists of the perpetual and assignable right to locate, construct, operate, maintain, repair and remove a roadway, overhead and/or underground utility lines and a water pipeline, in, upon, over, and across the above described tract, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the Grantors, their heirs, executors, administrators, and assigns the right to cross over said tract, including the movement of machinery, equipment and livestock to their adjoining land, as described in Warranty Deed, dated January 18, 1963, and filed in Book 361, Page 215, Recorder of Deeds, Johnson County, Missouri.

Tract No. FO-200E-4  
Drainage Easement

A tract of land situated in the NW1/4NW1/4 of Section 10, Township 47 North, Range 24 West of the Fifth Principal Meridian, Johnson County, Missouri, more particularly described as follows:

Commencing at the northeast corner of said NW1/4NW1/4 of Section 10; thence S 37°31'40" W, 480.36 feet to the point of beginning of the tract of land herein described; thence due west, 215 feet; thence due north, 80 feet; thence due east, 193.56 feet; thence N 60° E, 356.34 feet to the east line of said NW1/4NW1/4; thence southerly along the east line of said NW1/4NW1/4, 118.61 feet; thence S 60° W, 325.54 feet; thence due north, 23.09 feet to the point of beginning, containing 1.15 acres, more or less.

Which said easement consists of a perpetual and assignable right and easement to accelerate and increase the flow of surface water over and across the above-described land, reserving, however, to the owners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the right and easement herein acquired, as described in Deed of Easement, dated April 28, 1966, and filed for record in Book 416 at Page 216 of the Recorder of Deeds, Johnson County, Missouri.

3. This sale is made on the basis that the following described rights, titles and interests shall be reserved unto the United States of America and its assigns from and out of the hereinabove described properties and the final instrument of conveyance shall contain the following terms and provisions of reservation:

(1) **SAVE AND EXCEPT** and there is hereby reserved unto the **UNITED STATES OF AMERICA**, and its assigns, all rights and interests which have been previously reserved to the **UNITED STATES OF AMERICA** in the Patent(s) which cover(s) the Property.

(2) **SAVE AND EXCEPT** and there is hereby reserved unto the **UNITED STATES OF AMERICA**, and its assigns, an easement for access to the Property herein quitclaimed and to locate, construct, operate, maintain, repair, clear, upgrade, and remove wells and other structures or areas to monitor, test, investigate, assess, clean, remediate or repair the environmental condition of the Property, or any part thereof, including but not limited to the groundwater, and including but not limited to monitoring wells, pump and treat facilities, removal actions and other facilities or methods to accomplish the purposes stated herein. All materials moved or removed pursuant to any easement activity described herein shall become the property of the United States of America and shall be disposed of by the United States of America in any manner it deems suitable. The **Grantee**, its heirs, assigns, or any successor in interest to all or part of the Property herein quitclaimed, shall not interfere with or restrict access to the United States of America, its employees, contractors or agents, to any wells, structures or areas provided for herein. The United States shall have the right to take any action it deems to be appropriate to prevent any such activity that would interfere with or restrict said access, including the right to remove or gain access through fences or other improvements. The **Grantee**, for itself, its heirs, assigns and successors in interest to all or any part of the Property herein quitclaimed, shall waive and shall not be entitled to any claim for relief or damages of any nature arising from exercise of the rights provided for herein. **Grantee** further covenants and agrees that in the event that the Property, or any part thereof, is sold, conveyed, transferred, leased, or otherwise disposed of, notice of this reservation to the United States of America shall be inserted in any instrument of conveyance.

4. This deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property:

(1) All existing permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record.

(2) All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, as well as oil, gas, and/or minerals, whether or not of record.

(3) All other existing interests reserved by any grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove described, whether or not of record.

(4) Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject Property.

(5) Existing ordinances or resolutions, special purpose district rules and regulations, including soil conservation district rules and regulations and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject Property.

(6) Any unpaid taxes.

5. This sale is made and the conveyance of the property herein described shall be made under and in consideration of the following conditions and covenants which shall be set forth in the final instrument of conveyance in the following manner:

(1) That any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14 Code of Federal Regulation, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

6. This sale is expressly made subject to the following environmental notices, exceptions, restrictions and covenants affecting the Property to the extent and only to the extent the same are valid and affect the Property.

#### **CERCLA Covenant and Reservations**

This Quitclaim Deed is expressly made subject to the following CERCLA information and specific reservations, covenants and agreements in favor of **Grantor**, and its assigns:

(A) Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of site files of the United States Air Force, the United States of America gives notice that **Attachment "A"** provides the following information: (1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the Property; (2) the time such storage, release or disposal took place; and (3) a description of remedial action taken, if any.

(B) **Grantor** warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this quitclaim. **Grantor** warrants that it shall take any additional response action found to be necessary after the date of this quitclaim regarding hazardous substances located on the Property on the date of this quitclaim.

(1) This covenant shall not apply:

(a) in any case in which **Grantee**, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this quitclaim; **OR**

(b) to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **Grantee**, its successor(s) or assign(s), or any party in



possession after the date of this quitclaim that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this quitclaim; **OR**

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this quitclaim.

(2) In the event **Grantee**, its successor(s) or assign(s), seeks to have **Grantor** conduct or pay for any additional response action, and, as a condition precedent to **Grantor** incurring any additional cleanup obligation or related expenses, the **Grantee**, its successor(s) or assign(s), shall provide **Grantor** at least 45 days written notice of such a claim and provide credible evidence that: (a) the associated contamination existed prior to the date of this quitclaim; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **Grantee**, its successor(s) or assign(s), or any party in possession.

(C) **Grantor** reserves for itself, **the United States Government**, and its officers, agents, employees, contractors and subcontractors, a right of access to and of entry upon all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the no cost right of access to, and use of, available utilities at reasonable costs to **Grantor**. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary by the applicable regulatory authority after the date of quitclaim of the Property, or in which access is necessary to carry out a remedial action, response action or corrective action on adjoining property. These actions may include but are not limited to investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out any remedial or removal actions required or necessary under applicable regulatory authorities, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities.

(D) **Grantee** covenants and agrees for itself, its heirs, successors and assigns and every successor in interest to the Property, or part thereof, that a party occupying any of the Property shall not hinder or prevent **Grantor, the United States Government**, and its officers, agents, employees, contractors and subcontractors, in conducting any required remedial investigations, response actions or oversight activities on the Property or adjoining property.

(E) To the extent permitted by applicable law, **Grantee**, its heirs, successors and assigns, agree to indemnify, protect, defend, save and hold harmless, **Grantor**, and its employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, costs and expenses (including, without limitation, attorney fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the release, remedial investigations, response actions, remedial actions, corrective

actions, or oversight activities concerning any hazardous substance(s) or petroleum product(s) or their derivatives, at, on, or from the Property after the date of this quitclaim in which: (1) **Grantee**, or its heirs, successors and assigns of any of the Property is a Potentially Responsible Party (PRP) with respect to the Property; or (2) any response action required or part thereof is the result of any act or failure to act of the **Grantee** or any party in possession that causes, results in or exacerbates a release of hazardous substances after the date of quitclaim.

(F) **The United States Environmental Protection Agency (EPA), The United States Air Force, and the Missouri Department of Natural Resources entered into a FEDERAL FACILITY COMPLIANCE AGREEMENT, and STATE ATTACHMENT,** concerning DISMANTLEMENT ACTIVITY SUPPORTING THE STRATEGIC ARMS REDUCTION TREATY AND THE SUBSEQUENT CLOSURE OF USAF MINUTEMAN II MISSILE SITES, dated November 16, 1995, (hereinafter sometimes referred to as the FFCA). The FFCA was filed in Johnson County, MO, Recorder of Deeds, Book 1794, pages 71-116, October 10, 2000, under record number 239939. Environmental information including any regulated releases of hazardous petroleum substances, location of buried rubble, location of underground storage tanks (UST's), and location of sump pump outfalls concerning the Property can be found in the Environmental Baseline Survey (EBS). The Whiteman AFB Real Estate Office has a copy of the Environmental Baseline Survey (EBS) on file.

#### **Specific Use Restrictions and Covenants Affecting the Property**

**Grantee** covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property hereby quitclaimed, or any part thereof, that the Property is hereby quitclaimed subject to the following use restrictions and covenants which are covenants running with the land. **Grantee** further covenants and agrees that in the event that the Property, or any part thereof, is sold, conveyed, transferred, leased, or otherwise disposed of, the following notices, covenants, and restrictions shall be inserted in any instrument of conveyance.

The United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby quitclaimed. The United States of America and/or the State of Missouri shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the United States of America and the State of Missouri shall have no affirmative duty to any successor in title to this quitclaim to enforce any of the following covenants herein agreed.

(A) Except as approved in advance, in writing, by the appropriate Federal and/or State Environmental Regulatory Agency, their successors or assigns, no construction, alteration, or similar activity affecting any monitoring wells, other groundwater wells, any other environmental monitoring or remediation equipment, or any other facilities required by the Federal Facility Compliance Agreement (**FFCA**), on the Property is allowed.

(B) No water wells will be installed on the Property.

(C) Except as approved in advance, in writing, on a case-by-case basis, by the appropriate Federal and State Environmental Regulatory Agencies, their successors or assigns, activities which may cause physical penetration and ground disturbance below a depth of two feet beneath the surface of the Property is prohibited. Such prohibited activities include but are not limited to soil excavation, trenching, and installation of building foundations, footings, pilings, or supports, if such activities will extend below a depth of two feet beneath the surface of the Property.

(D) The drainage characteristics of the Property shall be maintained and shall not be disturbed, such that drainage remains away from the Property and the incidences of standing water on the Property are minimized. No alterations shall be made which prevent drainage from the Property or allow standing water to accumulate.

(E) Any future conveyance of this Property shall include notification of the existence of the FFCA.

(F) In the event the **Grantee**, its successors or assigns desire to seek the removal of the specific restrictions and covenants specified above or any portion thereof, except as set forth above, then the **Grantee**, its successors or assigns (record title owner) shall perform or complete all environmental remediation or corrective actions required by law and the applicable Federal, state and/or local regulatory authorities to clean the Property and shall further comply with all laws, rules, regulations and ordinances pertaining thereto, including but not limited to, zoning requirements and the requirements of all applicable regulatory authorities. All costs associated with any such environmental response action activities and all costs necessary for removal, as specified herein, of the specific restrictions and covenants specified above, or any portion thereof, shall be the sole responsibility of said record title owner, and shall be performed without any payment of funds by the **Grantor**.

(G) The record title owner may be required to submit a work plan to the applicable Federal, State, and/or local regulatory authorities to perform and complete any environmental response action activities needed to seek the removal of the specific restrictions and covenants specified above or any portion thereof. Upon approval of any such work plan, and any condition imposed therein, the record title owner will complete all environmental response action activities as may be required, if any, in accordance with applicable laws, rules, regulations, and ordinances.

(H) The record title owner may be required by the applicable Federal, State, and/or local regulatory authorities to post a completion bond or such other financial assurances in a form reasonably acceptable to the applicable Federal, State, and/or local regulatory authorities that the record title owner will complete any environmental response action activities and cleanup necessary to seek the removal of the specific restrictions and covenants specified above, or any portion thereof. Upon completion of such necessary environmental response action activities, the completion bond and other financial assurances, if applicable, may be released pursuant to the rules and regulations of the applicable regulatory authority.

(I) Upon completion of any required environmental response action activities, the record title owner may be required to submit a close-out report and certification of completion to the applicable Federal, State, and/or local regulatory authorities.

(J) If: (1) the record title owner is required to comply with the procedures set forth in (F)-(I) above, and obtains from the applicable Federal, State, and/or local regulatory authorities a written certification or other evidence in a form acceptable for filing with the county clerk where the Property is located, certifying that all required environmental response action activities for the Property, or any portion(s) thereof, have been completed; or (2) is not required to comply with the procedures set forth in (F)-(I) above, and obtains a written certification from the applicable Federal, State and/or local regulatory authorities or other evidence in a form acceptable for filing with the county clerk where the Property is located certifying that no environmental response action is necessary for the Property, or any portion(s) thereof, in order to release the use restriction, the record title owner must record the stated certification or other evidence in the office of the County Clerk where the Property is located within 90 days after the record title owner satisfies the conditions precedent to the release as set forth above, and a copy of the same will be sent to the **Grantor**.

(K) Any such environmental remediation or corrective action undertaken or completed pursuant to the provisions above shall be subject to the review and advance approval of the applicable Federal, state and/or local regulatory authorities, their successors or assigns.

(L) Upon the approval and completion of all environmental remediation or corrective action called for above, and upon the recording of the final environmental certification or evidence in a form suitable for filing with the county clerk where the Property is located, as referenced above, the specific restrictions and covenants referenced, or portions thereof as specified by the applicable Federal, state or local regulatory authority shall terminate and cease to be of any further force and affect upon the Property.

#### **Specific Environmental Notices, Exceptions, Restrictions and Covenants Affecting the Property**

This Quitclaim Deed covering the Property is expressly made subject to the following environmental notices, exceptions, restrictions and covenants affecting the Property to the extent and only to the extent the same are valid and affect the Property:

##### **(A) Notice that the Property contains buried remnants and/or rubble that may contain asbestos-WARNING**

(i) The Property may contain asbestos containing material (ACM). The condition of the ACM is varied. **Grantee**, for itself and its heirs, successors and assigns, covenants that it previously inspected the Property and all reports, which have been made available to it, prior to this quitclaim, as to asbestos content and any hazardous condition relating thereto. **Grantee**, for itself and its heirs, successors and

assigns, is deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including any asbestos hazards or concerns.

(ii) **Grantee** covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws and regulations relating to asbestos; and that **Grantor** assumes no liability for remediation of asbestos or damages for personal injury, illness, disability, death, property damage, or loss of use, business or profits to **Grantee**, its heirs, successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos or ACM on, at or from the Property, whether **Grantee**, its successors or assigns have properly warned or failed to properly warn. **Grantee**, its successors and assigns, further agree to be responsible for any future remediation of asbestos found to be necessary on, at or from the Property, at its sole costs.

(iii) **Grantor** assumes no liability for damages for personal injury, illness, disability, death or Property damage arising from: (a) any exposure or failure to comply with any legal requirements applicable to asbestos on any portion of the Property arising prior to **Grantor's** quitclaim of such portion of the Property to **Grantee** pursuant to this Quitclaim deed, or (b) any disposal, prior to **Grantor's** quitclaim of the Property of any asbestos or ACM.

(iv) **Grantee** agrees to indemnify and hold harmless **Grantor**, its officers, agents and employees, from and against all suits, claims, demands, actions, liabilities, judgments, costs, and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos at, on or from any portion of the Property or any future remediation or abatement of asbestos or the need therefor. **Grantee's** obligation hereunder shall apply whenever **Grantor**, or its assigns, incurs costs or liabilities for actions giving rise to liability under this section.

**(B) Notice that the Property contains buried remnants and/or rubble that contain lead-based paint (WARNING)**

(i) **Grantee** is hereby informed and does acknowledge that all remnants and/or remaining below-ground structures or rubble on the Property, which were placed, constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. To the best of the **Grantor's** knowledge, except hereinafter provided in this subsection, the lead-based paint on the Property does not currently pose a threat to human health or the environment.

(ii) Available information or inspection results concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces has been made available to **Grantee** as provided in the EBS and documentation referenced above.

(iii) **Grantee**, for itself and its successors and assigns, covenants that it has received the opportunity to conduct its own risk assessment or inspection for the

presence of lead-based paint and/or lead-based paint hazards prior to execution of this deed.

(iv) **Grantee** covenants and agrees for itself, and its successors and assigns, that it shall not permit the occupancy or use of any existing buildings or structures on the Property as Residential Real Property without complying with this section and all applicable Federal, State, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, **Grantee** specifically agrees to perform, at its sole expense, the Air Force's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992)(hereinafter Title X).

(v) **Grantee**, its successors or assigns, shall, after consideration of the guidelines and regulations established pursuant to Title X: (1) comply with the HUD and EPA Disclosure Rule (24 CFR 35, 40 CFR 745, Subpart F), when applicable, by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments, (2) abate lead-based paint hazards in paint, dust and bare soil in accordance with the HUD Guidelines relating to abatement, with the addition of abatement of bare soil with lead levels higher than 2000 ppm, and (3) comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L).

(vi) **Grantee**, its successors or assigns, further agree to indemnify and hold harmless Grantor, its officers, agents and employees, from and against any and all suits, claims, demands, or actions, liabilities, judgments, costs and attorney's fees arising out of, or in any manner predicated upon personal injury, illness, disability, death, property damage, or loss of use, business or profits resulting from, related to, caused by or arising out of lead-based paint or lead-based paint hazards at, on or from the Property. Grantee's obligation hereunder shall apply whenever Grantor incurs costs or liabilities for actions giving rise to liability under this Section.

**(C) Notice of PCB Contamination**

(i) **Grantee** is hereby informed and does acknowledge that the Property may contain Polychlorinated Biphenyls (PCBs). To the best of the **Grantor's** knowledge, except as hereinafter provided in this subsection, the PCBs on the Property do not currently pose a threat to human health or the environment.

(ii) Polychlorinated Biphenyls (PCBs) are a hazardous material. Unprotected or unregulated exposures to PCBs have been associated with certain diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate PCBs because of the potential hazards associated with exposure. Both OSHA and EPA have determined that such exposure increases the risk of certain diseases, which include certain cancers and which can result in disability or death.

(iii) **Grantee**, for itself and its heirs, successors and assigns, shall be deemed to have relied solely on their own judgment in assessing the overall condition of

all or any portion of the Property, including any PCB hazards or concerns. No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property is or is not safe for a particular purpose.

(iv) **Grantor** assumes no liability for damages for personal injury, illness, disability, death, property damage, or loss of business, use, or profits, to the **Grantee**, or to its heirs, successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with PCBs on, at or from the Property which is the subject of this quitclaim, whether or not **Grantee**, its heirs, successors or assigns have properly warned or failed to properly warn. **Grantee** further agrees that in its use and occupancy of the Property or any portion thereof, it will comply with all Federal, State and local laws relating to PCBs, and will comply with the use restrictions specified herein.

(v) **Grantee**, its successors or assigns, shall, after consideration of the provisions of the Toxic Substances Control Act, 15 U.S.C. 2601, comply with the relevant PCB regulations published at 40 C.F.R. 761, et seq., as well as proposed regulations found at 59 F.R. 62788 (Dec 6, 1994), 64 F.R. 33755 (June 24, 1999), 64 F.R. 69358 (Dec 10, 1999), 65 F.R. 18018 (April 6, 2000) and 65 F.R. 81373 (Dec 26, 2000), to the extent they are applicable.

f. **MISCELLANEOUS COVENANTS**

Except as otherwise provided by 42 U.S.C. 9620(h)(3), **Grantee** covenants for itself, and its heirs or assigns, and every successor in interest in the Property, to abide by each of the agreements and covenants, specified herein, which are covenants running with the land. In addition, **Grantor** and its assigns shall be deemed beneficiaries of each of the specified agreements and covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the agreements and covenants in any court of competent jurisdiction. Notwithstanding the foregoing, **Grantor** and its assigns shall have no affirmative duty to any successor in title to this conveyance to enforce any of the agreements and covenants provided herein.

(1) Non-liquid Polychlorinated Biphenyls (CAS #1336-36-3). Non-liquid PCBs were used in water proofing materials during construction at the Property beginning in 1964. Non-liquid PCB's are assumed to still be present in water proofing materials at the Property based on representative sampling. The total PCB concentrations for underground storage tank (UST), pipe, and conduit coatings ranged from non-detect (ND) to 398 ppm; Launch Facility Support Building (LFSB) waterproofing and damp proofing ranged from 7 ppm to 25,000 ppm; and silo waterproofing ranged from 28 ppm to 33,000 ppm. All TCLP-PCB concentrations were less than 10 ppb (ranging from ND to 6 ppb). The UST was closed in-place and most of the piping and conduit were disposed as Toxic Substance Control Act-PCB waste, and a limited amount of piping and conduit remains buried on Property. Low concentrations of total PCB's (maximum 5.2 ppm) were identified in representative samples of the hardened intersite cable system's inner cable components, a short section of which is buried under the south portion of the Property.

(2) Detailed restrictive covenants and reservations have been included in this Quitclaim as a result of referenced substances. As part of continuing efforts to verify that the above-mentioned non-liquid PCB's do not pose a significant risk to human health or the environment, twenty-one former Launch Facilities (LFs)(not including this Property) have ongoing long-term ground water monitoring to allow further evaluation of the potential for impacts from non-liquid PCB's (and related constituents) at all former LFs. The results, which to date have been less than the action levels, will also be used to evaluate the need, if any, for further action at the former LFs. This Property not was recommended for long-term monitoring, based on an evaluation of past PCB investigations.

(3) Liquid PCB's in soil (CAS #11097-69-1). Liquid PCB's were used in equipment such as capacitors and filters when the missile system facilities were operational (1964 to 1992) but were removed during deactivation. In 1992, the sump pump outfall soil was sampled to assess the potential of a liquid PCB release. Concentrations for PCB's were not detected and no remedial action was required.

(4) Chromium (CAS #7440-47-3). An unquantified volume of sodium chromate coolant solutions was stored or used on the Property from approximately 1963-1994. All fluid and associated equipment were removed from the Property by 1994.

(5) Limited amounts of hydraulic fluid, lead, Diazene, mercury, cadmium, pesticides, solvents, and paints were used and/or stored on the Property. All materials, including the ordnance and lead acid batteries, were removed during deactivation, and no releases other than those deemed *de minimis* were identified. Environmental testing exhibited concentrations of these and/or related constituents that were less than their respective action levels.

Approximately two cubic yards of friable Asbestos-Containing Material (ACM) was removed in 1994 and disposed at an approved facility. Sodium chromate coolant tank insulation material containing ACM and lead-based paint (LBP) was disposed off-property as a characteristic hazardous waste.

No ACM exists at or above grade at the Property.

A small but unquantified amount of ACM exists in remnant coal tar and asbestos felt-coated piping buried at least seven feet below original grade. Most of this material, which was present as UST and pipe coating, was removed from the Property as regulated waste. Access to these ACM remnants by future owners is limited by restrictions on subsurface development due to Polychlorinated Biphenyls.

Attachment A



## **SPECIAL TERMS OF SALE**

### **1. BID DEPOSIT.**

Paragraph 12 of Instructions to Bidders, requires a bid deposit to accompany each bid. The amount of such bid deposit must be **\$250**. Such bid deposit must be in the form of a cashier's check payable to the order of General Services Administration or by credit card. Credit card deposits must be made on the Bid Deposit by Credit Card Form provided in this IFB.

### **2. BALANCE OF PURCHASE PRICE.**

Payment of the balance of the purchase price and required special deposit, if any, shall be effected by wire transfer of funds. Such wire transfer shall be initiated by the bidder and effectuated by the bidder having its bank transmit the required monies by transmitting a funds transfer message to the United States Treasury. The format and procedure for transmitting the required wire transfer message to the United States Treasury will be provided to each successful bidder upon acceptance by the Government of such bid.

### **3. METHOD OF AWARD.**

Successful High Bidder(s) will be notified by letter that award has been made on the item(s) bid.

## **GENERAL TERMS OF SALE**

### **(GOVERNMENT REAL AND RELATED PERSONAL PROPERTY)**

### **1. TERM - "INVITATION FOR BIDS."**

The term "Invitation for Bids" as used herein refers to the foregoing Invitation for Bids, and its schedule; the Instructions to Bidders; the general terms of sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conducting of an auction.

### **2. DESCRIPTIONS IN INVITATION FOR BIDS.**

The descriptions of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property are based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

### **3. INSPECTION.**

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

### **4. CONDITION OF PROPERTY.**

The property is offered for sale and will be sold "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

## 5. ZONING.

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or Sales Agreement.

## 6. CONTINUING OFFERS.

Each bid received shall be deemed to be a continuing offer after the date of bid opening or auction for 90 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 90 calendar days. If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

## 7. POSSESSION.

- a. The successful bidder agrees to assume possession of the property within 15 calendar days of a written request given by the Government after acceptance of his/her bid. Should the successful bidder fail to take actual possession within such period, bidder shall, nonetheless be charged with constructive possession commencing at 12:01 a.m., local time at the location of the property, on the 16th calendar day after such request by the Government. The word "possession" shall mean either actual physical possession or constructive possession.
- b. Although by assuming possession under (a), above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or to use it for any purpose of his own without first obtaining the written approval of the Contracting Officer. Any such approval will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-½% rounded to the nearest one-eighth percent (1⅝%) as of the date of bid acceptance.

## 8. TAXES.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

## 9. RISK OF LOSS.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.

## 10. INSURANCE.

- a. In the event a bid to purchase on credit terms is accepted, the successful bidder shall procure and maintain insurance at bidder's expense during the term credit is extended effective as of the date of assumption of possession of the property or the date of conveyance, whichever occurs first, for the benefit of the Government in such kinds and amounts as may be required by the Government.
- b. In the event a bid to purchase for cash is accepted and possession of the property is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain insurance at bidder's expense, effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government.
- c. Fire, extended coverage, and vandalism and malicious mischief insurance shall be maintained on the real and personal property covered by the bid, and such other property insurance as required to protect the Government's interest, and shall be in such amounts which, after taking into account the coinsurance provision, if any, of the insurance policies, will protect the unpaid indebtedness. All property insurance policies furnished in connection with credit sales shall be written in the name of the bidder, but shall name General Services Administration, as loss payee under a Standard Mortgage Clause (non-contributing) for real property and as a loss payee for personal property.
- d. Insurance required by the Government shall be in companies acceptable to the Government and shall include such terms and provisions as may be required to provide coverage satisfactory to the Government. The original insurance policies or binders of insurance for the required insurance shall be provided as of the date of closing of the sale and all insurance policies or binders shall include a thirty (30) calendar day notice of cancellation to GSA.
- e. Information concerning insurance requirements will be furnished by the Real Property Disposal Division.

## 11. ANTITRUST LAWS.

The contract made by acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of any bid by the Government may be rescinded by the Government, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return the earnest money deposit without interest.

## 12. REVOCATION OF BID AND DEFAULT.

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

## 13. GOVERNMENT LIABILITY.

If this Invitation for Bids is accepted by the Seller and: (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the Purchaser for any reason

although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid without interest whereupon Seller shall have no further liability to Purchaser.

14. TITLE EVIDENCE.

Any title evidence which may be desired by the successful bidder will be procured by him at his sole cost and expense. The Government will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

15. TITLE

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice.

16. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE.

The Government shall set a sale closing date, said date to be not later than 30 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by wire transfer, the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, if possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with 7, above.

17. DELAYED CLOSING.

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-½% rounded to the nearest one-eighth percent (⅛%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

18. DOCUMENTARY STAMPS AND COST OF RECORDING.

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

19. CONTRACT.

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be

transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

20. OFFICIALS NOT TO BENEFIT.

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

## **INSTRUCTIONS TO BIDDERS – Online Auction**

(Government Real and Related Personal Property)

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1. TYPE OF SALE.

The method of sale used here is an On-line Auction, which can also be described as a written auction. It is much like an oral auction except that instead of voice bids, electronic or written bids are submitted; and, instead of having to travel to attend the bidding, you can submit your bid by computer, fax or mail and increase your bid by either mail, fax or from your computer on the Internet from your home or office. Bidding will take place over a couple of weeks or until the property is sold. You can find out when new bids come in and what the high bids are by viewing our web page at [www.auctionrp.com](http://www.auctionrp.com).

2. BIDDING IN GENERAL.

Bids will be received until a high bid is awarded. All bids are irrevocable for 90 days from the date of receipt by the Government. The bid that represents the best value to the Government will be considered for acceptance. THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AT ANY TIME FOR ANY REASON.

3. REGISTERING BIDDERS, USER ID & PASSWORD.

a. Registration is a 3-step process.

(1) Online registration on our Internet sale site [www.auctionrp.com](http://www.auctionrp.com).

(2) Bid Form in this Invitation for Bids (IFB) must be filled out, signed and dated and returned to the sales office identified in the IFB. Faxed Bid Forms are acceptable.

(3) The authorized Bid Deposit payment methods are by Cashier's Check or by Credit Card using the Bid Deposit by Credit Card Form in this IFB. Personal or business checks are NOT acceptable. Cash is not recommended.

b. Once the Bid Form, on-line registration, and bid deposit are received by the sales office, the bidder's User ID and Password from the online registration will be activated and electronic bids may be made. The bidder's User ID will be used to identify the bidders on the auction web page. Bidders assign their own User ID (limited to eight (8) characters) and Password. However, as this is a public forum, privacy of bidder names and addresses is not implied and may be released to third parties. If you do not register online, a User ID and Password will be assigned to you. The User ID must be on the bid form when submitting bid increases, by mail or fax. The User ID number will be used to identify the bidders on our auction web page, [www.auctionrp.com](http://www.auctionrp.com).

4. CONTINUOUS BIDDING RESULTS.

The current high bid is available any time (24 hours a day) by viewing the auction at [www.auctionrp.com](http://www.auctionrp.com).

5. BID FORM.

a. Bids must be submitted on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily

rejected. Faxed bids are acceptable and may be modified or withdrawn by confirmed request prior to the time of award. The High Bidder identified at the end of the sale shall provide an original, signed and dated Bid Form to the GSA sale office prior to closing.

- b. Bid Forms shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid and the bid must be manually signed.
  - (1) Check appropriate box for Initial or Increased Bid.
  - (2) Fill in Date of Bid line.
  - (3) Fill in Bid Amount in the space indicated.
  - (4) Check the appropriate Bidder circle whether bidding as an individual, trustee, partnership or corporation.
  - (5) Fill in the Name, Address, and Phone Number section of the Bid Form.
  - (6) Sign and Date the Bid Form.
- c. Bids must be submitted without contingencies.
- d. Bids that are not submitted on GSA forms will be rejected.
- e. Negligence on the part of the bidder in preparing and submitting the bid confers no right for withdrawal or modification of the bid after it has been received.
- f. In submitting an initial bid, return the Bid Form (in duplicate) and bid deposit. Retain all other documents, including one copy of the Bid Form, for your record.

6. BID ENVELOPES.

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the failure to open a bid not properly addressed and identified.

7. INCREASING A BID ONLINE.

If you learn from the web page that your bid is not the high bid, you can submit a higher bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. If your bid is not accurately shown on the web page, then you must call us at 817-978-2331. By submitting your bid through our web page, you are agreeing that your Internet bid is a binding offer subject to all the terms of this IFB.

8. INCREASING A BID BY FAX.

- a. Bids by fax may be made by using the bid deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The fax number for increased bids or initial bids is (817) 978-0212.
- b. A bid submitted by fax will only be accepted during business hours and must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following:
  - (1) Receipt of a garbled or incomplete bid
  - (2) Availability or condition of the receiving facsimile equipment
  - (3) Incompatibility between the sending and receiving equipment
  - (4) Delay in transmission or receipt of bid
  - (5) Failure of the bidder to properly identify the bid

(6) Illegibility of bid

(7) Security of bid data

If your fax bid is not reflected on the web page and your bid is higher than the announced bid, you must call the Sales Office at (817) 978-2331 for verification that your bid was received.

9. 24-HOUR "SOFT CLOSE" BID SURVIVAL ROUTINE.

The Government will announce a date for the receipt of final bids on the sale web page. On that date at 2:00 p.m. Central, a 24-hour clock starts for the High Bid. If the high bid on the announced date at 2:00 p.m. survives 24-hours without challenge, then bidding will close at the stated time and consideration for award will be given to the High Bidder. If an increased bid is received within 24-hours, then bidding will be held over an additional 24-hours, excluding weekends and Federal holidays, on the same terms. This process will continue until a bid remains unchallenged.

10. FINAL BIDS AND ENDING OR SUSPENDING THE SALE.

Once bidding stops and a high bid has been determined, the high bidder will be considered for award of sale and the sale will be ended. There is no guarantee that the Government will accept the high bid. The Government reserves the right to stop the sale for any reason without award and start a new sale at any time. The Government may resolve bidding conflicts by determining who is the high bidder and high bid and re-open bidding until bidding stops as described above. The Government may temporarily suspend a sale to resolve sale controversies and resume a sale at any time.

11. BID EXECUTED ON BEHALF OF BIDDER.

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

a. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed.

(1) The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

b. Partnership. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

12. BID DEPOSIT TERMS.

a. A bid deposit not less than the amount required by this Invitation for Bids must accompany each bid, as follows:

(1) In the form of a cashier's check payable to the order of: "General Services Administration or (Name of Bidder)". This will enable bidders whose bids are rejected to negotiate the instrument once it is returned. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied toward payment of the successful bidder's obligation to the Government. Appropriate bid deposits accompanying bids that are rejected will be returned to bidders, without interest, within 5 working days after rejection of the bids, or

(2) Credit cards (Visa, MasterCard, American Express, and Discover) may be used for Bid Deposits and will be accepted only with the Bid Deposit by Credit Card form provided in the Invitation for Bids. **CREDIT CARD DEPOSITS SUBMITTED WITHOUT THE "BID DEPOSIT BY CREDIT CARD" FORM WILL NOT BE REGISTERED UNTIL THE SALE**

**OFFICE RECEIVES THE FORM.** Credit card deposits on rejected bids will be credited within 5 working days after rejection of the bid. Faxes of all required forms are acceptable.

- b. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within thirty (30) calendar days after award. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

13. ACCEPTABLE BID.

A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable, bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

14. NOTICE OF ACCEPTANCE OR REJECTION.

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when announced on the Sales Office's web site, faxed, e-mailed, or regularly mailed to the bidder or his duly authorized representative at the address indicated in the Bid Form. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

15. ADDITIONAL INFORMATION.

The General Services Administration issuing office, at the address given in this Invitation for Bids will, upon request, provide additional copies of this Invitation for Bids, and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids and any amendments made thereto prior to award of sale.

16. WAIVER OF INFORMALITIES OR IRREGULARITIES.

The Government may, at its election, waive any minor informality or irregularity in bids received.



**QUITCLAIM DEED**QUITCLAIM DEED

STATE OF }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF }

THAT the UNITED STATES OF AMERICA acting by and through the Administrator of General Services (hereinafter sometimes called "GRANTOR"), under and pursuant to authority of the Federal Property Act, ( 40 USCS 541, et seq.) as amended, and rules, orders, and regulations issued pursuant thereto, for and in consideration of the sum of (SALES PRICE) Dollars (\$                    ) duly paid by (GRANTEE'S NAME), (GRANTEE'S ADDRESS) the receipt of which is hereby acknowledged, hereby QUITCLAIMS unto the said (GRANTEE'S NAME) (hereinafter sometimes called "GRANTEE"), his heirs and assigns, subject to the reservations, exceptions, covenants and conditions hereinafter set forth, all of its right, title, and interest in the following described property situated in the County of (COUNTY)                     , State of (STATE), to wit:

(Property description, as contained in SCHEDULE, to be inserted.)

TO HAVE AND TO HOLD the foregoing property together with all and singular the rights, privileges, and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns forever, subject to the reservations, exceptions, covenants and agreements herein contained.

This quitclaim deed and conveyance is expressly made subject to the following reservations in favor of the United States of America, and its assigns: (Provisions and clauses of reservation, as set forth in the SCHEDULE, to be inserted).

This quitclaim deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property: (Provisions as to exceptions and other provisions, as set forth in the SCHEDULE, to be inserted).

Grantee covenants for himself, his heirs, assigns and every successor in interest to the property herein described or any part thereof that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the UNITED STATES OF AMERICA shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the UNITED STATES OF AMERICA shall have no affirmative duty to any successor in title to the Quitclaim Deed to enforce any of the following covenants: (Provisions of covenants as set forth in the SCHEDULE, to be inserted).

(Provisions and clauses of reservation, as set forth in SCHEDULE, to be inserted.)

(Provisions as to exceptions, as set forth in the SCHEDULE, to be inserted)

(Provisions of covenants as set forth in the SCHEDULE, to be inserted)

(Other provisions, as set forth in the SCHEDULE, to be inserted)

The interest quitclaimed hereby has been reported to the Administrator of General Services and has been determined to be surplus for disposal pursuant to said Federal Property Act 40 USC 541 et, seq, and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this                      day of                     , 2005.

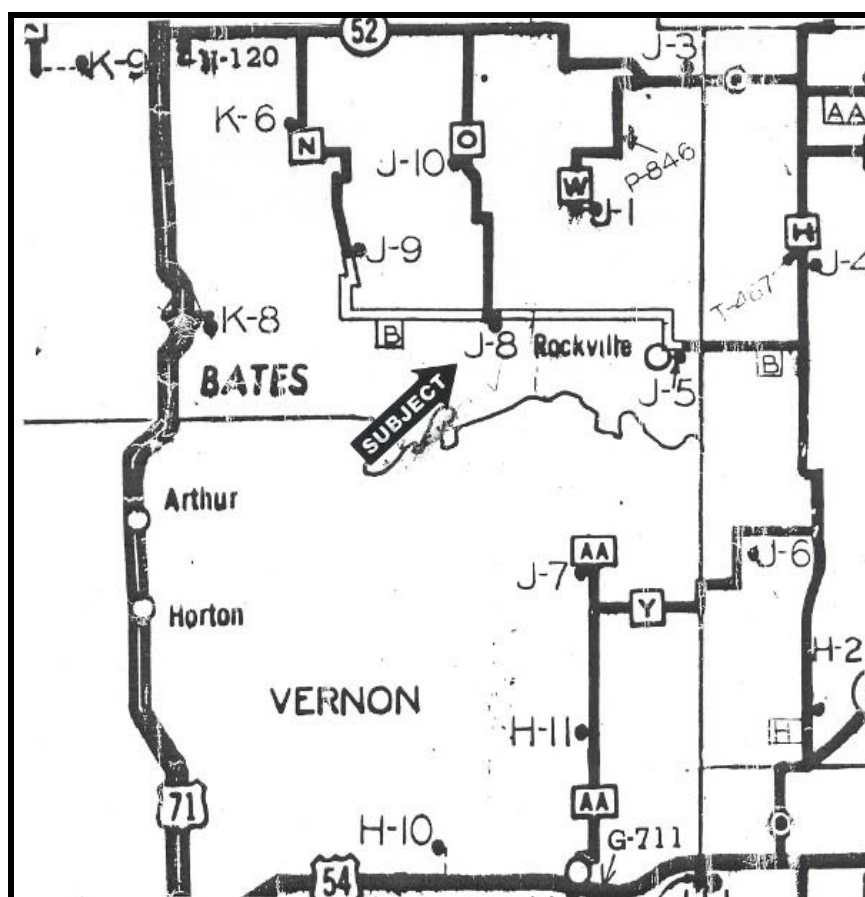
UNITED STATES OF AMERICA  
Acting by and through the  
Administrator of General Services

WITNESSES:

By: SCOTT ARMEY  
Regional Administrator  
Greater Southwest Region  
General Services Administration

(Appropriate Acknowledgment to be added)

**SAMPLE    SAMPLE    SAMPLE**



**BID FORM** (Page 1 of 2)

FOR PURCHASE OF GOVERNMENT REAL PROPERTY  
(TO BE EXECUTED AND SUBMITTED IN DUPLICATE-Photocopies are acceptable)

**Missile Launch Control Facilities J-08 and O-02,  
Bates and Johnson Counties, MO**

**Sale # GSA-R-1540**

The undersigned bidder(s) hereby offers and agrees, if this bid is accepted within thirty (30) calendar days after the date of acceptance, to purchase the property described in the Schedule portion of this Invitation for the bid price entered below. This offer is subject to the provisions of the Invitation for Bids including the Schedule, the Special Terms of Sale, Instructions to Bidders; General Terms of Sale; the Bid Form and Acceptance all of which are incorporated herein as part of this bid.

**Bid Amount Bid Item 1:\$ \_\_\_\_\_**

**Bid Amount Bid Item 2:\$ \_\_\_\_\_**

Enclosed pursuant to paragraph 12 of Instructions to Bidders is a Bid Deposit in amount of:

**Bid Deposit: \$ 250 \_\_\_\_\_**

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s): Include the manner of holding title (Husband and Wife, Joint Tenants, etc.), if applicable. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and address of bidder (type or print)

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number ( \_\_\_\_\_ ) \_\_\_\_\_

Signature and Date

Signer's name and title (type or print)

**Initial Bid** ☐

**Increase Bid** ☐

Check One

**Backup Bidder** ☐

Bidder represents that they operate as:  
(check the appropriate box)

☐ an individual

☐ an individual doing business as:

\_\_\_\_\_  
☐ a partnership consisting of:

\_\_\_\_\_  
☐ a trustee acting for:

\_\_\_\_\_  
☐ a corporation, incorporated in the state of:

\_\_\_\_\_  
(If bidding as a corporation, the Certificate of Corporate Bidder, on back, must be executed and submitted in accordance with the Instructions to Bidders, Paragraph 3a., of this Invitation for Bids.)

**BID FORM (Page 2 of 2)****CERTIFICATE OF CORPORATE BIDDER**

To be completed by corporate official other than the person signing bid above

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or other official title)

of the Corporation named as bidder herein; that \_\_\_\_\_

who signed this bid on behalf of the bidder, was then \_\_\_\_\_  
(Bidder's official title i.e. President)

of the said Corporation; that said bid was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(SEAL)

\_\_\_\_\_  
Signature of Certifying Corporate Officer

\_\_\_\_\_  
DATE

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**ACCEPTANCE BY THE GOVERNMENT**

The foregoing bid for purchase of Government owned property known as the Whiteman AFB Former Missile Launch Facility \_\_\_\_\_, located in \_\_\_\_\_ County, Missouri, GSA Control Number 7-D-MO-\_\_\_\_\_, is hereby accepted by and on behalf of the United States of America acting by and through the:

**Administrator of the U. S. General Services Administration**

on this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

Signature of Contracting Officer: \_\_\_\_\_

Name and Title of Contracting Officer: \_\_\_\_\_

## Bid Deposit by Credit Card

To: General Services Administration  
Real Property Disposal Division (7PR)  
Attn: Sharon Jennings, Realty Officer  
819 Taylor Street, Suite 11B03  
Fort Worth, TX 76102

Fax Number: 817-978-0212

This form may be submitted by Fax.

Deposit Amount: \$250

By completing this form and signing the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids No. GSA-R-1540. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the Instructions to Bidders for Online Auction, paragraph 12, Bid Deposit Terms. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

Applicant's Last Name (please print): \_\_\_\_\_

First Name: \_\_\_\_\_ M.I.: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Visa \_\_\_\_\_ Master Card \_\_\_\_\_ Discover \_\_\_\_\_ Amex \_\_\_\_\_

Card Number: \_\_\_\_\_ Expiration Date \_\_\_\_\_

Driver's License #: State \_\_\_\_\_ /DL# \_\_\_\_\_

Name as it appears on card: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



U.S. General Services Administration  
Public Buildings Service  
Real Property Disposal Division (7PR)  
819 Taylor Street, Room 11B03  
Fort Worth, TX 76102-6103

*Official Use Only*  
*Penalty for Private Use \$300*